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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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COLUMBIA GAS TRANSMISSION
CORPORATION,

Plaintiff,

- against -

LEWIS PERRY, YOLANDA PERRY,
ALEXANDER ROAD ASSOCIATION, INC.,
ANTHONY VULPONE, ESTATE OF ANTHONY
VULPONE, ROBERT ANTALOCY,
THOMAS HARRIS, DOLORES A. KORZ,
JOHN P. KILDUFF, KENNETH LEE d/b/a
"I CAN GET IT FOR YOU WHOLESALE",
SALLIE E. HARMON, PAUL RUGGIERO,
MICHELLE RUGGIERO, TERRANCE
DONNARY, ANDREW PERNA, KAREN
PERNA, ROBERT McMAHON, CARL
McMAHON, KELVIN M. LEWIS, MARCHELLE
KIRBY, JHON GORDON, RUTH MONROE,
EDWARD R. MATEO, ROSANN P. MATEO,
ADAM DORAN, NICOLE DORAN, CREDENCE
DEVELOPMENT INC., RICHARD DELISI,
ADELAIDE FAULKNER, PAUL ESPEL,
CAROL ESPEL, DAWN FORNOFF, RICHARD
BURTON, GARY MARINA, and JOHN DOE
NO. "1" through "10" inclusive, the names of the
last ten defendants being fictitious, the true names
being unknown to plaintiff, the parties intended
being those having an ownership interest in
property effected by a certain easement described
in the complaint,

Defendants.

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Civil Action No. 07 cv 5739 (KMK)
ECF CASE

PLAINTIFF'S COUNTER-STATEMENT PURSUANT TO LOCAL CIVIL RULE 56.1

Plaintiff Columbia Gas Transmission Corporation (“Columbia”), pursuant to Local Civil Rule 56.1(a), submits the following counter-statement of material facts in opposition to the Motion for Summary Judgment pursuant to Federal Rules of Civil Procedure 56 (the “Responding Defendants’ Motion”) filed by defendants Lewis Perry, Yolanda Perry, Alexander Road Association, Inc., Edward Mateo, Rosann Mateo, Richard Delisi, Adam Doran, Nicole Doran, and Credence Development, Inc. (“Responding Defendants”):

1. Denies the allegations, except admits that Columbia, among other rights, has the “right of ingress, egress, and regress to and from” certain lands currently owned by the defendants, “together with the right to maintain, operate, repair, and remove its existing pipe lines for the transportation of gas on said land,” and specifically refers this Court to the relevant easement for its terms and conditions. Declaration of Andrew G. Lake, dated June 17, 2008 (“Lake Opp’n Decl.”), Ex. A.

2. Denies the allegations and specifically refers this Court to the relevant easement for its terms and conditions. Lake Opp’n Decl. Ex. A.

3. Denies the allegations and specifically refers this Court to the relevant easement for its terms and conditions. Lake Opp’n Decl. Ex. A.

4. Denies the allegations, but admits that the certain Responding Defendants’ properties fall within the scope of and are subject to the terms and grants of the relevant easement. Reply ¶ 3.

5. Denies knowledge or information sufficient to form a basis as to the truth of the allegations.

6. Denies the allegations, except admits that the reasonable and necessary permanent width of the right of way pursuant to the relevant easement is 50 feet (25 feet on either side of the pipeline). Reply ¶ 9; Lake Opp’n Decl. Ex. A.

7. Denies the allegations, except admits that the reasonable and necessary permanent width of the right of way may temporarily expand to 75 to 150 feet on either side of the pipeline during times of construction or major work. Reply ¶ 9 Lake Opp’n Decl. Ex. A.

8. Denies the allegations and specifically refers this Court to the relevant easement for its terms and conditions. Lake Opp'n Decl. Ex. A.

Accordingly, Responding Defendants' motion for summary judgment should be denied and Columbia's pending motion for summary judgment should be granted.

Dated: June 18, 2008
New York, New York

Respectfully submitted,

REED SMITH LLP

A handwritten signature in black ink, appearing to read 'W. B. Neel', is written over a horizontal line.

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